



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

7-1-1977

Orleans Parish School Board and United Teachers of New Orleans (1977)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Orleans Parish School Board and United Teachers of New Orleans (1977)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

Covers 4,200 Teachers
830587 1st OCT 20 1979

AGREEMENT

between

Orleans Parish School Board

and

United Teachers of New Orleans

July 1, 1977

through

June 30, 1979

New contract for ~~2~~ yrs.
July 1, 1979 - June 30, 1981
will be forwarded when
printed.



AGREEMENT

between

Orleans Parish School Board

and

United Teachers of New Orleans

July 1, 1977

through

June 30, 1979

Dear Colleagues:

Each member of this bargaining unit can take pride in the fact that notable gains were made in this second collective bargaining agreement between the United Teachers of New Orleans and the Orleans Parish School Board. The most notable advances were made in the areas of teacher rights and working conditions.

The rights of teachers are strengthened through an improved involuntary transfer provision, as well as, improved recall and lay-off and discipline and discharge provisions. We were able to reduce the length of the lunch periods to thirty (30) minutes each. As a result, most of the supervisory lunch duties have been eliminated. Equity for elementary teachers was achieved as they are now paid for holding the classes of absent teachers.

The establishment of a Welfare Fund was a major milestone in this round of negotiations. Within the foreseeable future, teachers and their families will realize important benefits financed by this fund.

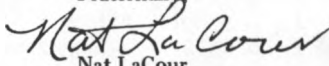
This two year contract contains a wage and fringe benefits re-opener for the second year. The Board, by way of a Memorandum of Understanding, has pledged to seek additional funds.

The Union's and Board's Negotiating Teams are to be congratulated for their hard work and good-faith efforts to reach a fair and equitable settlement. However, the fact that we were able to successfully conclude these negotiations without a strike is due to the solidarity of the UTNO Members whose unwavering support of their negotiators gave UTNO's team the strength it needed at the bargaining table.

There is still much to accomplish in our struggle to raise the status of the teaching profession and to improve the quality of public education. However, given the solidarity exhibited by UTNO Members during this round of negotiations the future looks bright.

We must all remember, IN UNITY THERE IS STRENGTH.

Fraternally


Nat LaCour
President

CONTENTS

ARTICLES OF AGREEMENT		Page
Article I	Recognition	1
Article II	Union Majority Rights	1
Article III	Non-discrimination	7
Article IV	Policy and Practice	9
Article V	Notification of Newly Hired Teachers . . .	8
Article VI	Savings Clause	8
Article VII	Grievance Procedure	9
Article VIII	Discipline	14
Article IX	Promotion	18
Article X	Voluntary Transfer	18
Article XI	Seniority	19
Article XII	Personal and Academic Freedom	20
Article XIII	Discipline and Discharge	21
Article XIV	Personnel Files	22
Article XV	Health and Safety	23
Article XVI	Leaves	23
Article XVII	Work Schedules	43
Article XVIII	Working Conditions	45
Article XIX	Textbook Selection Committee	51
Article XX	Department Chairpersons/Grade and Team Leaders	51
Article XXI	Research and Development	52
Article XXII	Paychecks	53
Article XXIII	School Nurses	54
Article XIV	Hospitalization	54
Article XXV	Life Insurance	54
Article XXVI	Medical Examination	54
Article XXVII	Workmen's Compensation	55
Article XXVIII	Mileage	55
Article XXIX	Annuity Funds	55
Article XXX	Job Security	55
Article XXXI	Practical Nursing Instructors	58
Article XXXII	Librarians	58

Article XXXIII	Speech, Language and Hearing Specialists	60
Article XXIV	Closing of School	61
Article XXXV	School Social Workers	61
Article XXVI	Student Teachers	61
Article XXXVII	Activities and Athletic Events	62
Article XXXVIII	Special Education.	62
Article XXXIX	Summer School	63
Article XL	Kindergarten Teachers	64
Article XLI	Counselors.	64
Article XLII	Health and Welfare Funds	66
Article XLIII	Salary Schedule	66
Article XLIV	T & I Teachers.	66
Article XLV	Duration of Agreement.	67
Teacher Salary.	APPENDIX A	
Nurses Salary Schedule.	APPENDIX B	
Extra Curricular Activities Pay	APPENDIX C	

ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into on September 7, 1977, by and between ORLEANS PARISH SCHOOL BOARD, here and after referred to as the "BOARD", and the UNITED TEACHERS OF NEW ORLEANS, here and after referred to as the "UNION":

ARTICLE I RECOGNITION

1:1 Representation Unit

For the purpose of negotiations of wages, hours, and working conditions, but not inherent management policy, the BOARD recognizes the UNION as the sole and exclusive representative for all regular full-time contracted teachers, special education teachers, librarians, practical nurse instructors, visiting teachers, social workers, counselors, nurses, federally and externally funded teachers, however, excluding all principals, assistant principals, acting principals and supervisors, coordinators other than those designated coordinators in the Distributive Education, COE, and G.A.P. Programs, psychologists, psychological coordinators, psychometrists, consultants, doctors, assistant superintendents, district superintendents, deputy superintendents, superintendent, day-by-day substitutes, administrative consultants (03's), administrative assistants, evening school teachers, summer school teachers, administrative interns, paraprofessionals, aides, all part-time personnel, and all others.

ARTICLE II UNION, MAJORITY RIGHTS

2:1 Administrative Notices, Bulletins, Etc.

Two (2) copies of the Superintendent or District Superintendent notices, bulletins, directives, or posting directed or distributed to Members of the

Unit generally or to categories of members of the unit, such as librarians, nurses, counselors, or all members of the unit in one school will be supplied to the President of the UNION.

2:2 Superintendent's Bulletin

The *Superintendent's Bulletin* and the *Announcements Bulletin* shall be posted in the teacher's lounge. Notice of announcements received by the Superintendent's office that are for dissemination to the teachers shall be included. Information concerning all announcements shall be available in the Personnel Office.

2:3 Copies of the AGREEMENT

The BOARD shall provide at its expense, sufficient copies of the AGREEMENT to be distributed by the UNION for all bargaining unit personnel plus 300 copies to the UNION. The BOARD shall maintain a copy of this AGREEMENT at each school and administrative office and shall provide a copy to each newly hired member of the unit. Each member shall sign a receipt.

2:4 Access to Unit Members' Mailboxes, Bulletin Boards
Official representatives of the UNION shall have the right to place UNION materials, newsletters and notices in members of the unit mailboxes.

2:4.1 The BOARD shall provide the UNION with one (1) bulletin board at each school in a place normally accessible to members of the unit. The Bulletin Board shall be a size sufficient for the posting of normal size notices and materials relating to the UNION. Such Bulletin Boards shall be reserved solely for UNION materials.

2:5 School Visitations by UTNO Representatives

Representatives of UTNO shall have the right to schedule meetings at schools prior to the start of the school day, after the close of the school day or during the duty-free lunch periods of members of the unit.

2:5.1 Request for space in which to hold such meetings shall be made by a designated UNION representative to the Principal twenty-four (24) or more hours

prior to the scheduled time except if the UNION representative in writing declares that because of an emergency he is requesting the waiver of the twenty-four (24) hour notice. Providing such meeting shall in no way interfere with the administration of the school and no previous general faculty meeting has been scheduled by the school or Central Administration, approval shall not be withheld.

- 2:5.2 If a representative of the UNION desires to visit a school for the purpose of conferring with a teacher(s) during the normal hours of school operation, such representative shall first report to the administrative office and sign the Visitors Register. Such conference may take place in the faculty lounge but shall not interrupt a teacher's assignment. If, on occasion, a teacher involved in team planning is requested to meet by the UNION representative, such teacher shall be excused from that team planning session by the principal.

2:6 Exclusivity

- 2:6.1 Except as changed by 2:7, the UNION shall be the only collective bargaining organization which seeks to represent teachers to have the following exclusive rights during the term of this AGREEMENT:

2:6.2 Utilize the intra-school bulk mail deliveries.

2:6.3 Have access to the individual mailboxes for notices and bulletins not delivered through the United States Postal Service.

2:6.4 Post official notice and memoranda on the school bulletin board.

2:6.5 Receive a list of names, addresses, telephone numbers and work locations of members of the unit.

2:6.6 Receive a copy of the School Board's Meeting agenda prior to public dissemination.

2:7 In the event of decertification proceedings or if another organization establishes the right under BOARD policy, State or Federal Law to challenge the representation status of the UNION, paragraphs 2:6.1 through 2:6.6 are null and void for the thirty (30) day period prior to the date of such election.

- 2:8 Agenda, Minutes of BOARD Meeting
- 2:8.1 A copy of the agenda shall be made available to the UNION on the FRIDAY prior to any Public BOARD meeting.
- 2:8.2 The Union shall have the right to speak at any Public BOARD meeting on any issue which is scheduled for BOARD action prior to such action.
- 2:8.3 The UNION shall be provided with a copy of the official minutes of each BOARD meeting the day following action of the BOARD approving the minutes.
- 2:9 Teacher Lists, Etc.
- 2:9.1 Effective the first of each month following the signing of this AGREEMENT, the BOARD will provide the UNION with a computer printout listing the names, addresses, telephone numbers, date of hire and work locations of all members of the representation unit.
- 2:9.2 The lists shall be provided in two (2) forms, one which shall include all members of the bargaining unit in strict alphabetical order; the second of which shall list all members of the bargaining unit alphabetically by school or work location.
- 2:9.3 Thereafter, such computer printouts shall be provided to the UNION alternating on a monthly basis between the strict alphabetical list and the school or work location list. Upon request the BOARD shall provide the UNION not more than two (2) times during the school year a list of members of the bargaining unit by seniority within areas of certification.
- 2:9.4 The BOARD shall provide the UNION with the names, addresses, phone numbers and work location of each newly hired employee covered in this AGREEMENT when such employee is hired or tentatively hired. Such information shall be provided monthly.
- 2:10 Payroll Deduction of Dues
- 2:10.1 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION's annual membership dues and political action contributions provided that at the time of such deduction there is in the

possession of the BOARD an existing written assignment executed by the employee validly in effect at the time of such deduction. Voluntary political action contributions shall not be used in local School Board elections.

- 2:10.2 Such deductions shall be in ten (10) equal monthly installments. Authorizations for the deductions shall remain in force from year to year unless revoked by the employee at the completion of any annual payment.
- 2:10.3 The UNION shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that shall rise out of or by reason of action taken by the BOARD in reliance upon payroll deduction authorization cards submitted by the UNION to the BOARD or by an individual teacher to the BOARD.
- 2:10.4 There shall be no payroll deduction for dues on behalf of members of the Representative Unit to any teacher organization other than the UNION.
- 2:11 Leaves for UNION Service
- 2:11.1 The BOARD agrees that no more than a total of three (3) members of the unit shall be granted a leave of absence without pay to extend through the end of the school year upon request by the UNION for the purpose of conducting UNION business.
- 2:11.2 Any member of the unit who is elected or appointed consistent with the provisions in 2:11.1 to a full-time position with UTNO or its National Affiliate will upon proper application, be granted a one (1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request. Upon return from such leaves of absence, members of the unit shall be placed on the step of the salary schedule they would have attained, had they remained in service, and shall be returned to their former position or to its equivalent.
- 2:11.3 Leaves for the purpose of serving a collective bar-

gaining organization shall not be granted to any other organization than the UNION.

2:12 Negotiations on School Time

When negotiations are mutually scheduled during the school day, the Administration agrees that no more than ten (10) members of the UNION bargaining team selected by the UNION, shall be released from their duties without loss of pay or benefits. Negotiations shall be scheduled during the school day only if negotiations are also carried out evenings and weekends. Substitutes for classroom teachers on the UNION Bargaining Team shall be provided in accordance with BOARD practice on substitutes.

2:13 Information, Statistics, Etc.

Upon reasonable request, the BOARD shall provide the UNION with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers, internal administrative communications or any tentative budget materials.

2:14 Superintendent Meetings

The Superintendent or his designee shall meet with representatives of the UNION once per month, upon request of the UNION at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve grievances.

2:15 UTNO Building Committee

2:15.1 A UNION Building Committee shall be selected during the first week of the school year at each school from among the UNION members. The committee shall consist of not less than two (2) nor more than five (5) UNION members. The UNION Building Representative shall be a member of the Committee.

2:15.2 The Principal of the school shall meet once per month with the UNION Building Committee at the request of either party after regular school hours and on a mutually agreeable date to discuss school operation. Such meetings shall not be used to

resolve grievances.

2:15.3 School faculty members and the UNION Building Committee may recommend the inclusion of specific items of professional concern for faculty meeting agenda. Faculty members shall have the right to speak on any agenda item.

2:16 Building Representatives

2:16.1 The BOARD and the UNION agree upon the needs of members of the unit to understand the provisions of the contract. To facilitate this understanding, each UNION Building representative or alternate shall be permitted to attend a minimum of one (1) day of UNION in-service training, without loss of pay or deduction from sick/emergency or personal leave, during school hours. Substitutes shall be provided in accordance with Board policy.

2:16.2 If a UNION Building Representative in a secondary school so requests, the principal shall not assign a homeroom or homeroom duty. If the UNION Building Representative in an elementary school so requests, the principal shall not assign lunch duty or such duties as defined in 17:4.

ARTICLE III NON-DISCRIMINATION

3:1 Neither the BOARD nor the UNION shall discriminate against any member of the unit on the basis of race, sex, creed, color, national origin, age, marital status, membership or non-membership in any employee organization nor for the lawful exercise of constitutional rights.

ARTICLE IV POLICY AND PRACTICE

4:1 Any previously adopted policy, practice, rule or regulation extant which is in conflict with any provision of this AGREEMENT is superseded and replaced by the applicable provisions of this AGREEMENT.

- 4:2 Any previously adopted written policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment which is not superseded or replaced by this AGREEMENT is preserved.
- 4:3 The BOARD shall not during the life of this AGREEMENT establish any policy, practice, rules or regulation inconsistent with the terms of this AGREEMENT. If the BOARD intends to establish a new educational policy, practice, rule, or regulation which has an impact upon the terms and conditions of employment of the members of the unit, the BOARD shall negotiate over such impact with the UNION.

ARTICLE V NOTIFICATION OF NEWLY HIRED TEACHERS

- 5:1 The BOARD agrees to furnish each new and re-engaged employee within the negotiating unit upon his/her hiring, a copy of the Recognition Clause of the AGREEMENT and such Recognition Clause shall also contain the following statement: You may apply for membership in the United Teachers of New Orleans by signing an application form. These applications may be obtained from the Building Representative at the school to which you are assigned or by contacting the UNION (348 Baronne Street, 524-0868).
The above statement shall be signed by the UNION President.
- 5:2 Upon request, the UNION shall be placed on the agenda for a twenty (20) minute presentation at the system-wide orientation conducted for newly hired members of the bargaining unit.

ARTICLE VI SAVINGS CLAUSE

- 6:1 If any provision of this AGREEMENT shall be

found at any time to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. In this event, the BOARD and the UNION shall meet within a reasonable time, but in no event later than two (2) weeks in a good faith effort to reach a decision as to the need for the type of substitute action.

6:2

In the event any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, all other provisions of the AGREEMENT shall continue in effect.

ARTICLE VII GRIEVANCE PROCEDURE

7:1

Definition

For the purpose of this AGREEMENT, a grievance is defined as a dispute between the BOARD and the UNION or any employee covered hereby with respect to the alleged violation of a specific provision of this AGREEMENT, provided that the term grievance shall not apply to (a) any matter for which a method of review is prescribed by law, or (b) any matter for which according to law is either beyond the scope of BOARD authority or limited to unilateral action by the BOARD alone, or (c) a complaint of a nontenured teacher which arises by reason of his/her not being re-employed, or (d) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

7:2

Procedure

Any member of the bargaining unit or the UNION shall have the right to present a grievance as specified herein.

7:2.1

Step 1 - Principal

Any employee who believes he/she has a grievance shall set forth his/her grievance in writing within thirty (30) school days of the date of the occurrence

of the events giving rise thereto or when the grievant should have reasonably been aware of the events giving rise thereto and present it to the principal on an appropriate form, specifying: (a) the specific nature of the grievance and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation, (d) the relief sought. The principal shall convene a conference within five (5) school days at which the grievant may choose to include the building representative. Within three (3) school days following the conference, the principal shall communicate his/her decision to the employee in writing.

7:2.2 Step 2 - District Superintendent

In the event the employee remains dissatisfied, he/she shall, no later than five (5) school days after receipt of the principal's written decision, appeal the grievance to the District Superintendent. The appeal to the District Superintendent must be made in writing, reciting the matter as submitted to the principal as above specified and his or her dissatisfaction with the answer, if any, at step 1. The District Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The District Superintendent shall communicate his/her decision in writing to the employee, to the principal, and to the UNION.

7:2.3 Step 3 - Superintendent

If the employee remains dissatisfied, he/she may no later than five (5) school days after receipt of the District Superintendent's written decision, request a review by the Superintendent. All previous documents shall be submitted to the Superintendent with such request and he shall render a decision no later than fifteen (15) school days after receipt of the grievance. The grievant shall be given at least two school days notice of a conference. The grievant may have a representative of his/her choice at the conference. The Superintendent or his designee shall

conduct the conference with a view to arriving at a mutually satisfactory resolution of the grievance.

7:2.4 Step 4 - Arbitration

In the event settlement of the grievance is not reached in Step 3, the matter may be appealed to the arbitration procedure hereinafter established. Notification of desire to appeal to arbitration shall be made known to the other party in writing within fifteen (15) school days subsequent to the date of receipt of the third step answer.

7:3 Arbitration Procedure

7:3.1 A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Within ten (10) school days after the receipt of a request to arbitrate, the receiving party will give its response thereto in writing stating whether or not it believes the stated dispute to be arbitrable.

7:3.2 If the response agrees as to the arbitrability of the dispute, the parties will proceed to arbitration in the manner set forth below.

7:3.3 If the response to a request for arbitration disagrees as to the arbitrability of the dispute, either party may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.

7:3.4 In the event the receiving party has asserted that the dispute contained in the request for arbitration is not arbitrable, said party may request a stay of the arbitration proceedings until a final judgment of a court of competent jurisdiction has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues.

7:3.5 In the consideration of the decision of any questions involving arbitrability, it is the specific agreement of the parties that:

- (a) Except for memos of understanding signed and agreed upon by the parties, this AGREEMENT sets out expressly all the restrictions and ob-

ligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this AGREEMENT or were assumed by the parties in entering into the AGREEMENT.

- (b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the BOARD retains all its rights to manage the school system, subject only to the express limitations set forth in this AGREEMENT; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the BOARD in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this AGREEMENT.
- (c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this article and constitutes a grievance under the definition of a grievance set forth in 7:1 and no court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitrable.

7:3.6 If a final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

7:3.7 None of the provisions hereof shall deprive a court of competent jurisdiction of its power to determine questions of arbitrability, or the jurisdiction of the arbitrator or validity of any decision or award of the arbitrator in any proceeding seeking to require arbitration or to enforce, modify, or set aside.

decision and award of the arbitrator.

7:3.8 In the event arbitration is voluntarily agreed to on timely request or ordered by a court of competent jurisdiction, the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree on such arbitrator, they shall jointly request the American Arbitration Association to furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the BOARD representative shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. The fees and the expenses of the arbitrator shall be borne equally by the parties.

7:3.9 The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, by mutual agreement, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

7:3.10 The decision of the arbitrator as set forth above shall be restricted to a determination of whether or not there has been a violation of the AGREEMENT as alleged in the written grievance. He shall limit himself to the issues submitted to him and shall have no authority in any case to add to, subtract from or alter in any way any provision of this AGREEMENT. The decision of the arbitrator shall be binding.

7:4 Miscellaneous

7:4.1 The UNION shall be the sole and exclusive employee organization designated to represent grievants in the bargaining unit during the term of this AGREEMENT.

7:4.2 If in the judgment of the UNION a grievance affects a group or class of members of the unit, the UNION may submit such grievance in writing to a District Superintendent directly and the process of such

- grievance shall be commenced at Step 2 upon mutual agreement of the parties.
- 7:4.3 Failure to file or appeal grievances within the specified time limits shall constitute a waiver and settlement of the grievance.
- 7:4.4 Failure of a BOARD representative to give his answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.
- 7:4.5 It is understood and agreed that nothing herein contained shall prevent either the BOARD or the UNION and/or a grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 7:4.6 Neither the BOARD nor the UNION shall subject any employee grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file.
- 7:4.7 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations to the BOARD until such grievance and any effect thereof shall have been fully determined.
- 7:4.8 A request for arbitration can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrators award.

ARTICLE VIII DISCIPLINE

- 8:1 The policy booklet, *Regulations for Suspensions and*

Expulsions which defines the procedures under which the Board of Education operates is hereby incorporated as part of this AGREEMENT. To provide the widest possible understanding of this booklet, copies shall be distributed to new teachers, students, and administrators as well as parents of those pupils new to the Orleans Parish Schools.

- 8:1.1 Additional copies shall be made available upon request.
- 8:2 During the two-day period designated for teacher orientation, the principal will discuss and explain the Rules and Regulations for Suspensions and Expulsions to all staff members in preparation for student orientation.
- 8:2.1 Within the first week of student orientation activities, the principal will designate a time during which the teachers will discuss and explain *Regulations for Suspensions and Expulsions* to their classes.
- 8:3 A workshop on Discipline shall be conducted at every school site within the first six (6) weeks of the school year. A half-day release time shall be made available for this purpose.
- 8:4 A teacher shall have the right to immediately send a child who causes serious classroom disruption to the principal or his/her Administrative designee.
Each referral of a student disciplinary problem to the office shall be accompanied by an explanation for the referral on the Discipline Referral Form. In cases of emergency, the teacher may personally bring the student to the office but shall forward the Discipline Referral Form within an hour. The form shall provide an explanation of the problem and action taken by the teacher to correct the problem. In situations not covered by mandatory suspensions or expulsions, it is expected that the teacher will have attempted to resolve the situation prior to referral.
- 8:4.1 In all cases when a child is sent to the office by the teacher, the child shall not be returned to that class within the same period unless the teacher requests

- that the child be returned or except in cases of emergency referrals, the principal or his/her designee is unable to reasonably accommodate the number of students referred to the office. In elementary schools, a class period shall be defined as one (1) hour.
- 8:4.2 In event a student is sent to the office, the principal or his/her Administrative designee shall counsel with the child and attempt to resolve the problem.
- 8:4.3 Following such a conference, the principal shall take action to resolve the problem which is consistent with the provisions of the article.
- 8:4.4 The principal or his/her designee shall forthwith report to the referring teacher on the appropriate section of the discipline referral form, the administrative action taken on each student referred to the office.
- 8:4.5 When the child has been diagnosed as requiring Special Education Services, a conference among the parent, principal, teacher and the appropriate resource person shall be held to inform and encourage the parent to take advantage of the Special Education Services offered to the child.
- 8:4.6 A student shall be suspended or expelled if he or she:
- * Causes a riot or substantial disruption or obstruction of the functions or processes of the school.
 - * Deliberately causes substantial damage to the school or school property.
 - * Deliberately causes substantial damage to valuable personal property on the school grounds or during a school activity off school grounds.
 - * Deliberately causes or attempts to cause physical injury to a school employee, other student, or other person not employed by the school on the school grounds or during a school activity off school grounds.
 - * Possesses, uses, or transmits a lethal weapon on school grounds or during a school activity off school grounds.

- *Possesses, uses or transmits any illegal drugs or alcoholic beverages in any form on school grounds.
 - *Commits a criminal offense on school grounds or during a school activity off school grounds.
- 8:4.7 A student may be suspended or expelled, according to the nature and frequency of the action, if he or she:
- *Commits a serious offense. A serious offense may include any offense so designated by the BOARD and/or the Superintendent and any such offense adopted in the rules and regulations of a school with the prior approval of the Superintendent. (This is not exclusive but is designed so that students and parents may be more aware of what constitutes a serious offense.) Schools shall be encouraged to develop rules and regulations concerning class cuts and loitering.
 - *Repeatedly fails to comply with directions of teachers, principal, or other authorized school personnel during any period of time when he/she is properly under the authority of the school personnel.
- 8:4.8 A continuous record of student discipline cases will be maintained in the office of the principal or his/her designee for the purpose of selecting the most effective and appropriate means of dealing with behavioral difficulties. These records shall be made available to the UNION Building Committee when requested if the item is a matter of discussion on the agenda as per 2:15.2.
- 8:5 Principals shall report to the District Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. In such cases of assault against a teacher, the principal will take appropriate emergency action (which may include, but is not limited to) calling for assistance of police or school security personnel.
- 8:5.1 A child who assaults a teacher will be expelled unless

the assault was provoked.

8:5.2 Principals shall notify the Director of Safety and Security and/or police department in the event of serious offenses or infractions of school rules and regulations. Such offenses may include but not be limited to extortion of money, possession of narcotics, arson, theft, serious cases of vandalism, false reports of fire or bomb threats and possession of lethal weapons.

8:5.3 Teachers will receive full support of the principal and central administration in actions taken by them pertaining to discipline, provided they act in accordance with the provisions of Article VIII, pertinent Board Discipline Policy, and Louisiana State Law (R.S. 17:416).

8:5.4 Warnings will be posted on school buildings that trespassers will be prosecuted to the full extent of the law. Students on official suspension as defined in the *Regulations for Suspensions and Expulsions* are considered as trespassers when they appear on the premises unless accompanied by their parent or guardian or when reporting to an official conference. When a student is asked to leave the premises by the principal or designee and the student refuses to do so, he/she shall be prosecuted.

8:5.5 In cases where the teacher believes that the disciplinary pattern taken by the principal is negatively affecting the climate in the school, the teacher shall have the right to request the matter to be placed on the Building Committee Agenda.

ARTICLE IX PROMOTION

9:1 Before a decision is made to appoint an administrative consultant, the principal shall discuss the action with the certificated faculty.

ARTICLE X VOLUNTARY TRANSFER

10:1 Any member of the unit shall have the right to

- request a voluntary transfer. Transfer request forms shall be available in the principal's office and/or the Board's Personnel Office. Members of the Unit shall submit one copy of the transfer form in triplicate to the principal. The Principal shall sign it and forward the original to the Personnel Office, retain one copy and provide a copy for the employee.
- 10:2 A list of all known vacancies shall be posted at each school on the second Monday of each January and April.
- 10:3 Transfers under this section shall be made for the beginning of each school year or, under exceptional circumstances, at the beginning of a school semester. If a new hire is placed in one of the listed vacancies and if a valid transfer request had been made pertaining to that vacancy such new hire will be considered a temporary assignment.
- 10:4 Teachers who have been transferred shall be listed in the BOARD Minutes attached to the Superintendent's Bulletin.
- 10:5 Transfers shall be granted on the basis of:
- 10:5.1 the racial balance of the faculty of the individual school (as prescribed by 30:1.3).
- 10:5.2 the certification needed by the teacher.
- 10:5.3 the desires expressed by the teacher.
- 10:5.4 the need for the teacher's service.
- 10:5.5 the teacher's seniority in years of regular service in the New Orleans Public School, which is given greater consideration, and the teacher's years of service in a particular subject or elementary area.
- 10:5.6 recommendation of the receiving principal.
- 10:6 The denial of a request for a transfer shall be for supportable cause and the reasons therefor shall be provided in writing if requested by the teacher.

ARTICLE XI

SENIORITY

- 11:1.1 Seniority is defined as an employee's length of continuous service with the BOARD since his/her last date of hire as determined by the date affixed

by the teacher when he/she signed his/her teacher employment agreement. In the absence of the above, the date of hire shall be the first day the teacher reported for work.

- 11:1.2 Each school year, the BOARD shall make available a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the UNION. New employees' names will be forwarded to the UNION monthly thereafter.
- 11:1.3 For the purpose of defining seniority, an employee's continuous service record shall be broken only by voluntary resignation, discharge or retirement.
- 11:1.4 Seniority in the system shall be the determining factor for identifying regular teachers who are to be declared surplus or laid off due to a reduction in force and/or involuntarily transferred except as defined in 30:1.4.
- 11:1.5 When system-wide seniority is equal between two or more teachers, seniority shall be judged according to (a) building seniority, where applicable, (b) advanced degrees, (c) continuous service in the subject or grade level, in that order, until an inequity develops.

ARTICLE XII PERSONAL AND ACADEMIC FREEDOM

- 12:1 Teachers are guaranteed academic freedom provided they meet their obligation to teach the basic curriculum which they are assigned to teach in accordance with the following guidelines:
 - 12:1.1 Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction and shall include such on their weekly lesson plans. The principal will discuss the matter with the teacher if either desires.
 - 12:1.2 The presentation of controversial issues in the classroom shall be made only when appropriate to the subject matter and shall be presented in a fair and objective manner, based upon factual material re-

- lating to all aspects of an issue: appropriate to the maturity, interest and intellectual abilities of the students and free from personal bias.
- 12:1.3 Students should have the opportunity to do reflective thinking, to develop tolerance with conviction, and to reach their own conclusions after careful study of the facts in an impartial, open-minded classroom atmosphere.

ARTICLE XIII DISCIPLINE AND DISCHARGE

- 13:1.1 No member of the bargaining unit shall be disciplined, given a written reprimand or discharged except for just and sufficient cause. Discipline is defined as the imposition of a sanction which results in a demonstrable loss or damage to a member of the unit.
- 13:1.2 If a member of the bargaining unit is given a written reprimand or discharged, such person shall be given written reason(s) for such action.
- 13:2.1 The discharge of a member of the bargaining unit with less than three (3) years of service in the system shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 13:2.2 All situations involving removal of a teacher with tenure shall be in accordance with the requirements of the applicable laws of the State of Louisiana and shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 13:2.3 A member of the bargaining unit with more than three (3) years of service who is subject to discharge and who is not eligible for tenure under the Laws of the State of Louisiana, shall be afforded an opportunity for hearing, as provided below, before the Orleans Parish School Board, which hearing may be private or public at the option of the member. The opportunity for such a hearing shall be exer-

cised in accordance with the following procedures: When the Superintendent (or his designee) gives written notification of the Superintendent's intention to recommend to the Board that such member be discharged, such member may request a hearing on the recommended discharge within ten (10) calendar days from the date of the notice. If the Superintendent has not received such a request within the time allowed, the affected member is subject to discharge without any further opportunity for a hearing before the BOARD. The discharge of any member who is not eligible for tenure shall not be subject to grievance or arbitration provided for in this AGREEMENT.

ARTICLE XIV PERSONNEL FILES

- 14:1 Personnel files shall be maintained for each teacher in the Central Administration Office and the principal's office.
- 14:2 Teachers shall be permitted to reproduce, at their own expense, non-confidential materials in the Central Administrative files. Confidential materials shall be letters of recommendation, college transcripts, and such materials furnished by college and other employment agencies.
- 14:3 Upon reasonable notice and under reasonable circumstances, employees shall have the right to inspect their files. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and insert a written response to any material contained in either file.
- 14:4 Anonymous letters shall not be included in any teacher's personnel files.
- 14:5 A member of the bargaining unit shall be provided a copy of any materials that will be placed in his/her personnel file which reflect adversely upon the employee's competency, skill, or other professional attributes.

- 14:6 Each teacher shall have the right to remove from his/her personnel file all derogatory material on the seventh anniversary of its inclusion or thereafter, provided no similar derogatory information has been placed therein in the intervening years.

ARTICLE XV HEALTH AND SAFETY

- 15:1 The BOARD shall maintain health and safety conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions as interpreted by the appropriate city and state regulatory agencies.

ARTICLE XVI LEAVES

- 16:1 **PERSONAL ILLNESS OR EMERGENCY**
16:1.1 **FOR EMPLOYEES ON A SCHOOL SESSION BASIS**
16:1.2 All employees who are initially hired for a school session shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency.
16:1.3 All employees who are initially hired for less than a school session shall be credited on the date of reporting with one (1) work day, and thereafter one (1) work day each pay period, for each of the twenty-day (20) pay periods remaining in the balance of that school session to be used for sickness and/or emergency.
16:1.4 All employees, upon the completion of their first full or partial school session who continue their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency and shall accrue to their sick leave any unused days from the previous session without limit thereafter each session.

- 16:1.5 FOR EMPLOYEES ON A TWELVE MONTH EMPLOYMENT BASIS
- 16:1.6 All employees who are hired for a fiscal year of twelve (12) months shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency.
- 16:1.7 Each employee who is initially hired after the beginning of a fiscal year shall be credited on the date of reporting for duty with one (1) work day, and thereafter one (1) work day per month, for each month remaining in the fiscal year ending June 30 not to exceed a maximum credit of ten (10) work days.
- 16:1.8 All employees who upon the completion of their first full or partial fiscal year of employment, continue their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency and shall accrue to their sick leave any unused days from the previous fiscal year without limit thereafter each fiscal year.
- 16:1.9 PROCEDURE FOR CHARGING ABSENCE DURING FIRST YEAR OF EMPLOYMENT
- 16:1.10 An employee who is absent because of personal illness or emergency during his/her first year of employment is required to sign the Payroll Form and indicate the dates and cause of absence. In the event the employee is not available to sign the Payroll Form, the principal or department head shall enter the required information and sign for the absent employee.
- 16:1.11 If the employee expects to be absent for more than ten (10) consecutive work days by reasons of personal illness, he/she shall immediately notify the Assistant Superintendent - Division of Human Resources Management, in writing, including with the letter a statement from the attending physician, attesting to the reason for the absence and probable duration thereof. Upon receipt, the Assistant Superintendent - Division of Human Resources Management, will then act upon the employee's request, under the current

BOARD policy for sick leave. Any employee who fails to so notify the Assistant Superintendent - Division of Human Resources Management after ten (10) consecutive work days of absence is in violation of regulation governing sick leave.

16:1.12 PROCEDURE FOR CHARGING ABSENCE DURING SECOND YEAR OF EMPLOYMENT AND THEREAFTER

16:1.13 An employee who is absent because of personal illness or emergency must follow the procedures listed in Sections 16-1-10 and 16-1-11.

16:1.14 An employee who is absent because of emergency (defined as "a sudden or unavoidable occurrence requiring immediate action") may charge up to a maximum of ten (10) work days per school session or fiscal year, which days will be deducted from his/her sick leave account.

16:2 PERSONAL LEAVE

16:2.1 As differentiated from emergency leave, personal leave with pay for urgent personal reasons is authorized to teachers by State statute for up to two (2) work days per school year; however, only teachers who have accumulated unused sick leave are eligible to receive this personal leave. Any such personal leave taken shall be charged against the teacher's accumulated sick leave account and may be taken with pay only if the days are available in that account.

16:2.2 If a teacher with accumulated sick leave does not elect to take the maximum two (2) days in one school year, that teacher may not accumulate those unused days in any succeeding year, e.g., be entitled to four (4) days of personal leave the next year.

16:2.3 Teachers desiring to request such leave shall note "personal leave" on Payroll Form 2142.

16:2.4 For the purpose of this regulation a teacher is defined as an employee whose legal employment requires him to possess a valid Louisiana Teacher's Certificate.

16:3 SPECIAL LEAVE PROVISIONS UNDER MERITORIOUS CONDITIONS

16:3.1 In consideration of veteran employees suffering from a prolonged illness the following supplementary provisions are authorized:

- a. The employee must first use all current and accrued sick leave credited to his/her account.
- b. If eligible for vacation he/she must apply any unused vacation days from the past or current years to be utilized to the extent necessary for the period of illness at full pay.
- c. If the employee is not eligible for a paid vacation and is eligible for a sabbatical leave, he/she should apply for sabbatical leave at his/her regular pay less that of a day-by-day substitute.
- d. If the employee is not eligible for sabbatical leave, or has used his/her sabbatical leave, his/her record of attendance since the date of his/her employment shall be reviewed by the Assistant Superintendent - Division of Human Resources Management; and if it is determined that his/her annual absence is not excessive, the following meritorious consideration may be given for service in the Orleans Parish Public School System.
 1. If the employee has completed ten (10) through nineteen (19) years of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half ($\frac{1}{2}$) pay for other employees not to exceed three (3) twenty-day (20 day) pay periods, or three (3) months, depending upon the employee's pay schedule.
 2. If the employee is in his/her twentieth (20th) year through the twenty-ninth (29th) year of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half ($\frac{1}{2}$) pay for other employees not to exceed six (6) twenty-day (20 day) pay periods or six (6) months depending upon employee's pay schedule.
 3. If the employee is in his/her thirtieth (30th)

year of service or beyond, he/she may be granted three-fourths (3/4) pay not to exceed six (6) months depending upon employee's pay schedule.

- 16:3.2 After the applicable steps listed above are utilized and the employee is still physically unable to perform his/her normal duty, he/she shall be given the option of a leave of absence without pay for one (1) year after which he/she shall be requested to accept service or disability retirement, whichever provides the larger pension.

16:4 **ACCIDENT OR INJURY ON DUTY**

- 16:4.1 Any employee who suffers an injury incurred while on duty shall report the injury immediately to the appropriate office as listed in the Superintendent's Bulletin. The designated official shall prepare the form, "New Orleans Public Schools -First Report of Injury"

- 16:4.2 **INSTRUCTIONS FOR COMPLETION OF THE FORM, "NEW ORLEANS PUBLIC SCHOOLS - FIRST REPORT OF INJURY" ARE AS FOLLOWS:**

- 16:4.3 The report is to be completed in quintuplicate; the original and the first copy are to be sent, within twenty-four (24) hours of the date of the employee injury, or the next work day following the injury, to the Assistant Superintendent - Division of Human Resources Management.

The third copy is to be retained by the forwarding official, the fourth copy is to be sent to the District Superintendent or Department head and the fifth copy given to the injured employee.

- 16:4.4 **TYPICAL PROCEDURE FOLLOWING RECEIPT OF FORM, "NEW ORLEANS PUBLIC SCHOOLS - FIRST REPORT OF INJURY"**

(a) Upon receipt of the first report of injury, the compensation claims clerk will assign a claim number and verify, from the employee's immediate superior, whether or not the injury has required medical treatment. In such case, the injured employee will be immediately mailed an

appropriate medical claim form for submitting bills of the attending physician(s), hospital services, prescribed medicines and/or surgical appliances. When the completed claim form is received, it will be reviewed in accordance with the Louisiana Workmen's Compensation Law and the Assistant Superintendent - Division of Human Resources Management, will issue an order to the Accounting Department for reimbursement to the doctor(s), hospital(s), or the employee.

- (b) If it is determined, through investigation by the compensation claims clerk, that the employee was absent, the Assistant Superintendent - Division of Human Resources Management, will order the issuance of compensation checks for salary in the maximum weekly amount authorized by the Louisiana Workmen's Compensation Law based on the employee's normal wages or salary. When the check is prepared, the Accounting Department shall deduct the compensation payment from the employee's regular pay check for the period concerned. On the appropriate pay day the employee will receive two checks; namely, the workmen's compensation check and his/her normal pay less the amount of the workmen's compensation check. An injured employee may be authorized such pay for his/her absence due to injury on the job for a period not to exceed ninety (90) days. An employee's compensation beyond the ninety (90) day period will be the compensation checks not to exceed the limits provided by the Louisiana Workmen's Compensation Law unless the employee elects, and so requests at the point, to use any current or accrued sick leave and/or vacation days earned and unused for this purpose. Should the employee be eligible for such sick leave and/or vacation, it shall be granted to the extent available after which (if the employ-

ee has not returned to duty) he/she shall receive compensation checks as prescribed by the Louisiana Workmen's Compensation Law.

- (c) Principals and department heads shall report on the Form 2142 any absence of fewer than ten (10) consecutive work days as an "Excused-Injury on Duty", and the Accounting Department receiving the form will make no deduction to the employee's pay nor his/her sick leave account. It is expected that injured employees will apply to return to duty as soon as they are pronounced fit for duty by their attending physician. Those employees who are absent by reason of injury on duty for more than ten (10) consecutive work days will be placed on a leave of absence for specific period of time as determined by the Assistant Superintendent - Division of Human Resources Management. Prior to authorizing the employee's return from leave, the employee must be cleared by the Board Medical Director. When so approved, the Assistant Superintendent - Division of Human Resources Management shall authorize, in writing, the employee's return. Principals and department heads are not authorized to accept an employee for return without this official notification. For payrolls submitted during the period the employee is on leave of absence for injury on duty, the principal or department head shall indicate on the Form 2142 for such absence the entry, "Leave - Injured on Duty."
- (d) Claims for medical benefits will be honored to the extent that they are prescribed by medical doctors and are directly attributable to the injury on duty. Hospitalization claims will also be honored under the same criteria with the understanding that the BOARD will normally pay the existing rate of semi-private room facilities.

16:4.5 ALL INJURIES TO AN EMPLOYEE ON DUTY TO

BE REPORTED

The reporting official shall make it clear to all employees under his building responsibility that every injury, no matter how minor, must be reported in the manner previously outlined. Failure to do so may disallow any future claims that could result from what appears at the time to be a minor injury.

16:5 DEATH IN THE FAMILY

16:5.1 Absences of employees due to death in the family shall be charged to the employee's current sick and emergency leave account.

16:6 JURY DUTY, WITNESS SERVICE, AND DUTY AT THE POLL

16:6.1 Any employee who shall be absent by reason of serving on a jury shall notify his/her principal or department head immediately upon receiving notice of his/her jury service, of the required absence and the anticipated period of absence. Within three (3) days after returning from jury service, or on each day he/she may be called to a jury panel while awaiting selection for jury service, the employee shall report his/her absence to his/her principal or department heads stating the exact period of absence, any compensation paid for jury service, and accompany the report with a "Certificate of Juror's Attendance." Upon receipt of the report, appropriate notation shall be made on Form 2142 (Attendance Report) to authorize full pay for the period of the required absence, less any amounts paid as compensation for the jury duty.

16:6.2 Any employee who shall be absent by request or subpoena to serve as a witness in court proceedings, including depositions, shall report the reason for the absence to his/her principal stating the exact period of the absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the employee had a personal or financial interest in the legal proceedings, the principal or department head shall advise the employee to charge the absence to his/her current

sick and/or emergency leave. If it is determined that the employee has no personal or financial interest in the legal proceedings, the principal or department head will officially excuse the employee with full pay as additional emergency leave.

- 16:6.3 Any employee who wishes to be absent from his/her duties in order to accept a request to serve as an official at the polls during an authorized city, state, or national election shall make such request through his/her principal or supervisor to his/her district superintendent. In this request, the employee shall state the exact period of absence required and explain the exact function he/she is to perform at the polls. The district superintendent shall review and acknowledge the request indicating approval or disapproval. If approved, such absence shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.

16:7 **TO BE MARRIED**

- 16:7.1 Absence of employees due to marriage up to a maximum of three (3) consecutive calendar days, including day of marriage, shall be charged to the employee's current sick and/or emergency leave account.
- 16:7.2 Request for absence for the purpose of marriage beyond that authorized in Section 16:7.1 shall be submitted to the district superintendent and, if approved, shall be without pay.

16:8 **TO ATTEND OFFICIAL MEETINGS**

- 16:8.1 Leave with pay to attend the Louisiana AFL-CIO annual convention, if such is held during the school year, shall be granted to no more than thirteen (13) UNION representatives for a maximum of five (5) days each.
- 16:8.2 Leave with pay to attend the Louisiana AFL-CIO annual Conference, if such is held during the school year, shall be granted to no more than six (6) UNION representatives for a maximum of one (1) day each.

- 16:8.3 Leave with pay to attend the American Federation of Teachers Quest Conference, if such is held during the school year, shall be granted to no more than three (3) persons for five (5) days each.
- 16:8.4 Upon the request of the UNION, the superintendent shall grant a total of twenty-five (25) days of leave with pay for the purpose of attending educational meetings.
- 16:8.5 Leave with pay to attend the American Federation of Teachers and/or the National Education Association Annual Convention, if such is held during the school year, shall be granted to the total official delegation of forty (40) members of the UNION for a maximum of five (5) school days each.
- 16:8.6 Any employee who wishes to be absent from his regularly assigned duties for one-half day or more within the city, or for any period outside the city, in order to attend professional or community activities shall make such request through his principal or Department Head, to the District Superintendent, Assistant Superintendent or Division Head. If so approved, such absence shall be without loss of pay, and no charge will be made to the employee's sick or emergency leave account.
- 16:8.7 The Superintendent, District Superintendents, and Division Heads may recommend that employees who are officially excused for meetings and business directly connected with the operations of the School Board be reimbursed by the BOARD for expense incurred on such business.
- 16:9 **UNAUTHORIZED ABSENCES**
- 16:9.1 An employee whose absence has not been specifically authorized is in fact, absent without authority and the BOARD may not pay such employee for work not performed when absent without authority. All such unauthorized absence beyond three (3) work days shall be immediately reported to the superintendent and must be entered on the regular school or department payroll and appropriate deductions for such days' absence must be made from the employee's salary. Records of such un-

authorized absences shall be maintained in the Payroll Department on each employee, and may be used to support recommendations for disciplinary action against such employee.

16:10 TARDINESS

16:10.1 Each employee in a school building shall, on reporting each day, personally record in the school register daily and immediately the hour and minute of the time of his/her arrival as shown by the official school time. When such an employee is tardy, the information from the school register shall be posted each pay period on the payroll form prepared by the school secretary and approved by the principal indicating the number of times tardy and the time lost for tardiness by hours and minutes.

16:10.2 No employee shall suffer loss or deduction of pay for tardiness, unless such tardiness has caused loss of time from official duties, on more than two (2) occasions and for a period of one (1) hour or more, during any one (1) school year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one (1) day's pay in proportion to the period of tardiness. Although employees may not have their pay deducted for tardiness in arriving at duty assignments before and after the regular working hours, the reasons for such tardiness shall be given to the principal and, if not acceptable, may become the basis for disciplinary action by the BOARD.

16:11.1 MATERNITY - PARENTAL LEAVE

An employee who is pregnant shall be entitled upon request to a leave to begin at any time before the birth of a child subject to the provisions appearing herein:

- (a) Said employee shall give written notification to the Assistant Superintendent - Division of Human Resources Management and a copy thereof to her principal of her desire to take such leave. Except in case of emergency, the notice shall be given at least 30 days prior to

the date stated therein for her to commence her leave and her expected date of return to her regular duties of employment. She shall include with such notice a physician's statement certifying her pregnancy and her expected date of confinement.

- (b) A pregnant employee may continue active employment as late in her pregnancy as she desires, provided she submits a certificate from her attending physician that said physician is aware of her job duties and requirements and affirms that there is not medical contraindication for her to continue the performance of all of her present and anticipated duties through the date on which the employee intends to commence her leave of absence. Where the teacher has been informed by her physician after she has submitted the aforesaid certificate that her physician has advised her of medical contraindications for her continued employment through the date previously selected for the commencement of her leave, she shall give written notice thereof to the Assistant Superintendent - Division of Human Resources Management and may request an earlier commencement date for her leave. If the employee does not request an earlier commencement date consistent with her physician's advice, the Assistant Superintendent - Division of Human Resources Management may direct that she attend an administrative conference with him and/or the Medical Director to determine whether or not she should be placed on leave mandatorily.
- (c) All or any portion of a leave taken by an employee because of disability resulting from her pregnancy may, at the employee's option be charged to her available sick leave account, providing she submits a statement from her physician attesting to the period of disability

for which she seeks compensation from her sick leave account.

- 16:11.2 An employee adopting a child who is less than one year old may request a leave of absence without pay pursuant to R. S. 17:1186 for the purpose of early childhood rearing.
- 16:11.3 A pregnant employee shall be eligible for an initial leave of two semesters only. In the event the employee desires an extension it shall be for a term not in excess of the above maximum term. Application for extension, provided in this section, shall be made in writing to the Assistant Superintendent - Division of Human Resources Management not later than thirty (30) days prior to the expiration date of the maternity leave originally granted. With this request the employee must attach a certificate of live birth and state her reasons for making the request.
- 16:11.4 (a) No later than fifteen (15) days prior to the expiration date of her maternity leave, as indicated on the approved form, an employee shall notify the Assistant Superintendent - Division of Human Resources Management of her intention to return. Prior to her return, she shall submit a form signed by the employee's physician certifying that there is no medical contraindication for her to resume the performance of her regular duties as of the date of her requested return. The Assistant Superintendent - Division of Human Resources Management will return her to the same position from which she left or an equivalent position within her field of certification.
- (b) An employee who desires to terminate her maternity leave prior to the stated expiration date on the employee's original request may do so by written notification to the Assistant Superintendent - Division of Human Resources Management as soon as the employee makes this determination and shall include her reasons therein. Prior to her return she shall submit a form signed by her physician as required in

sub-part (a) above. Upon receipt of this notification, the Assistant Superintendent - Division of Human Resources Management will return her to her former position, if available. If that position is not available he will endeavor to locate an appropriate position from vacancies available. In any event, the teacher shall be returned no later than the date her leave was scheduled to be terminated.

16:12 MILITARY LEAVE

- 16:12.1** Any employee serving in the Armed Forces of the United States, or any employee as a member of a Reserve Component of the Armed Forces of the United States, entering upon active duty (other than for the purpose of determining his/her physical fitness and other than for training) shall be placed on military leave of absence without pay, after having notified the Assistant Superintendent - Division of Human Resources Management, by a letter requesting such leave. Such letter shall have attached to it a copy of the employee's military duty notice.
- 16:12.2** Such leave of absence shall commence at the time of the employee's induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years, provided that the service after four (4) years is at the request and for the convenience of the Federal Government (plus any period of additional service imposed pursuant to law).
- 16:12.3** Any employee who satisfactorily completes his/her military service within the period allowed shall be returned to his/her former position or to a comparable position, providing he/she requests within ninety (90) days after he/she is relieved from such service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit Form HES-3 which is to be approved by the Medical Director.
- 16:12.4** If any employee is found not qualified to perform the duties of his/her former position by reason of

disability sustained during his/her military service but qualified to perform the duties of any other position in the school system, the employee shall be restored to such other position the duties of which he/she is qualified to perform as will provide the employee like seniority, status and pay, or the nearest approximation thereof, consistent with the circumstances in his/her case.

- 16:12.5 An employee's being on military leave of absence shall not affect the tenure rights, or his/her normal advancement on the payroll schedule, which the employee acquired prior to his/her induction, enlistment or entering upon active duty or would have earned had the employee remained in the employ of the BOARD.
- 16:12.6 Any employee granted military leave of absence is requested to inform the Assistant Superintendent - Division of Human Resources Management at least once a year as to his/her duty station and at least thirty (30) days prior to his/her release from service.
- 16:12.7 Any employee who, as a member of the Armed Forces Reserves, is ordered to duty with troops or for field exercises, or for instruction during his/her regular work year shall be granted leave of absence up to fifteen (15) work days for this purpose without loss of pay. An employee who has an option in deciding the period of active duty for training should select a period in the summer months.
- 16:12.8 Any employee who is ordered to duty as specified in Section 16:12.7 shall within three (3) days of receipt of his/her orders notify the Assistant Superintendent - Division of Human Resources Management, with a copy of such notification stating the exact period of duty and attaching thereto a copy of the employee's official orders showing his/her reporting and release dates.

16:13 SABBATICAL LEAVE

16:13.1 Eligibility

- (a) An employee whose legal employment requires him/her to possess a valid Louisiana Teacher's

Certificate and who has completed twelve (12) or more consecutive semesters in the New Orleans Public Schools may apply for a sabbatical leave of absence of two (2) semesters' duration immediately following such period of service.

- (b) An employee whose legal employment requires him/her to possess a valid Louisiana Teachers' Certificate and who has completed six (6) or more consecutive semesters in the New Orleans Public Schools may apply for a sabbatical leave of absence of one (1) semester's duration immediately following such period of service.

16:13.2 PURPOSE

- (a) Application for a sabbatical leave will not be granted on account of pregnancy but will be considered for professional and cultural improvement or for rest and recuperation. Should an employee be granted a sabbatical leave and after being placed on the sabbatical leave should ascertain that she is pregnant, she must immediately report this fact to the Assistant Superintendent - Division of Human Resources Management. If she will be able to fulfill all of the obligations of the sabbatical leave of absence, she shall be continued on such a leave. If she is unable to fulfill the obligations, she will be immediately transferred from sabbatical to maternity leave in accordance with the maternity leave rules.
- (b) An employee on extended service beyond the age of sixty-five (65) years in accordance with BOARD policy No. 4118, is not entitled to a sabbatical leave of absence.
- (c) Application for a sabbatical leave of absence will be considered under the following options.
OPTION 1. Professional or Cultural Improvement

Alternate A

During each semester pursue a course of study of not less than fifteen (15) weeks in an accred-

ited institution of higher learning, earning at least ten (10) undergraduate or six (6) graduate credits. If less than fifteen (15) weeks duration, the course of study must be supplemented under Alternates B or C to total fifteen (15) weeks.

Alternate B

During each semester pursue a program of independent study, research, authorship or investigation which involves an amount of work equivalent to Alternate A.

Alternate C

During each semester engage in travel which is so planned as to be of definite educational value.

OPTION 2. Rest and Recuperation

This option is provided to permit a leave of absence for the express purpose of restoration of health and requires certification by two (2) physicians concerning the need for the period of rest.

16:13.3 PROCEDURE FOR APPLICATION

- (a) Application must be submitted on the form "REQUEST FOR SABBATICAL LEAVE" and sent by registered mail to the Assistant Superintendent - Division of Human Resources Management.
- (b)
 - (1) Applications for leave beginning in the fall semester must be mailed at least ninety (90) days preceding the semester.
 - (2) Applications for leave beginning in the spring semester must be mailed at least sixty (60) days preceding the semester.
 - (3) Application for rest and recuperation because of sickness during the semester may be mailed thirty (30) days preceding the effective date of the leave.
- (c) All applicants for sabbatical leave shall be interviewed by the Superintendent or the Assistant Superintendent - Division of Human Re-

sources Management in order to determine how the applicant proposes to use the leave of absence. The interviewer shall report on the application his/her findings and recommendations.

- (d) Applicants shall be notified by the Assistant Superintendent - Division of Human Resources Management, within sixty (60) days after the final date for filing the application stating whether the application has been granted or rejected. Where the application is for rest and recuperation, the notification shall be within thirty (30) days after date of filing. If the application is rejected, the reasons therefor shall be specified.

16:13.4 APPLICANT'S OBLIGATION

- (a) Employees on sabbatical leave shall transmit to the Assistant Superintendent - Division of Human Resources Management, within thirty (30) days after the beginning of each semester of such leave a written report of approximately one hundred (100) words, describing the manner in which such leave will be spent, and within thirty (30) days after the end of such leave, shall transmit to the Assistant Superintendent - Division of Human Resources Management, a written report of approximately two hundred fifty (250) words describing the manner in which such leave was spent.
- (b) When the employee is attending an institution of higher learning, he/she shall also indicate in the initial report the institution being attended and the number of credit hours being taken, and the final report shall be accompanied by official evidence that the number of credit hours required herein has been taken at the institution specified.
- (c) It shall also be the employee's obligation to notify the Assistant Superintendent - Division of Human Resources Management, not less than thirty (30) days prior to the beginning of

the semester in which he/she expects to return to his/her teaching duties of his/her intent to return. Upon receipt of such notification, the Assistant Superintendent - Division of Human Resources Management, will mail to him/her the appropriate medical forms HES-3 and/or HES-4 to be completed by his/her private physician and returned for review and approval or disapproval by the BOARD Medical Department.

- (d) Upon receipt of the Medical Director's recommendation, the applicant will be interviewed by the Assistant Superintendent - Division of Human Resources Management, and, if approved, will be reassigned to his/her former position, or another position acceptable to the applicant.

16:13.5 PENALTIES

If the Superintendent determines that an employee on sabbatical leave of absence is not fulfilling the purpose for which the leave was granted, the Superintendent shall report this fact to the BOARD and the BOARD may terminate the leave of absence as of the day of its abuse after giving the employee an opportunity to be heard. If it is determined that the employee has willfully violated sabbatical leave provisions, such employee is subject to disciplinary action.

16:13.6 COMPENSATION

Each employee, as defined in Section 16:13.1, a and b, who is granted sabbatical leave shall receive and be paid compensation at a rate of fifty (50%) per cent of the minimum salary allowed a beginning teacher holding a Bachelor's Degree, provided further that any employee on sabbatical leave, if he/she so elects, shall be paid the difference between the salary he/she would have received if in active service and the salary which a day-by-day substitute would receive if assigned to said position.

16:13.7 The BOARD and the UNION agree that effective

with the 1978-79 school session the new state requirements relative to the granting of Sabbatical Leaves shall be applicable.

16:14 SPECIAL LEAVES WITHOUT PAY

16:14.1 Requests to be absent for reasons other than Sickness, Maternity Leaves, Military Leave, or Sabbatical Leave may be considered on an individual basis.

16:14.2 Such requests shall be submitted in writing to the Assistant Superintendent - Division of Human Resources Management, with a copy to the district superintendent, principal, department and division head at least thirty (30) days prior to the date such leave is to begin.

16:14.3 The Assistant Superintendent - Division of Human Resources Management, after consultation with the district superintendent and principal, will interview any employee submitting such a request and report all necessary information concerning the request in the form of a written recommendation to the Superintendent.

16:14.4 If approved by the Superintendent, the request shall be brought before the BOARD for appropriate action.

16:14.5 Employees who have not yet completed a probationary period of three (3) years will not be considered for a special leave, except those who meet the following requirements:

(a) The employee's request is for the express purpose of participating in a specialized educational or training program which, if successfully completed would improve the efficiency of that employee in his/her normal duty assignment.

(b) The employee agrees in writing, if the leave is granted by the BOARD, to return to an assignment equivalent to his/her normal position.

(c) Such requests will not be granted for the primary purpose of attaining academic degrees for the purpose of an increase in salary.

16:14.6 Eligible employees who are considered will not be

recommended for a special leave in excess of one (1) school session or one (1) fiscal year. Request for renewal of a special leave for one (1) additional school session or fiscal year may be recommended to the Superintendent and the BOARD providing reasons are worthy and the absence of the employee for a second year will not adversely affect operation of the school or department.

- 16:14.7 The BOARD is obligated only to reassign a returning employee who is granted such a leave of absence to a teaching position within his/her field of certification and is not obligated to return him/her to his/her former assignment.

16:15 **EXCHANGE TEACHING**

- 16:15.1 When an exchange teaching assignment is authorized by the Assistant Superintendent - Division of Human Resources Management, an employee in the Orleans Parish School System may be granted a leave of absence for the purpose of Exchange Teaching in other schools or institutions.

- 16:15.2 An employee on exchange from the New Orleans Public Schools shall be paid by this school system.

**ARTICLE XVII
WORK SCHEDULES**

- 17:1 Upon arrival, each teacher shall record arrival at the school as shown by school time.
- 17:2 With the exception of those teachers assigned to duty before or after school:
- 17:2.1 Teachers assigned to elementary schools are tardy after 8:40 a.m. and are on duty until 3:00 o'clock p.m.;
- 17:2.2 Teachers assigned to elementary schools which operate on an unusual schedule shall not be on duty for longer than six (6) hours and twenty (20) minutes daily.
- 17:3 With the exception of those teachers assigned to duty before or after school:
- 17:3.1 Teachers assigned to secondary schools are tardy after 8:30 a.m. and are on duty until 3:15 p.m.;

- 17:3.2 Teachers assigned to secondary schools which operate on an unusual schedule shall not be on duty for longer than six (6) hours and forty-five (45) minutes daily.
- 17:4 Assignments of teachers to supervisory duty as well as the type of duty post shall be rotated on a fair and equitable basis.
- 17:4.1 Determination of general supervision duties necessary shall be made by the principal after consultation with the UNION Building Committee.
- 17:4.2 The principal and the building committee shall meet as required by 17:4.1 within two(2) weeks after the beginning of the school year and duty rosters shall be effective during the fourth (4th) week after the beginning of the school year. Prior to the effective date of duty rosters as required the principal shall make duty assignments on a rotating basis.
- 17:5 No more than twenty-five per cent (25%) of the regular teaching faculty staff shall be assigned to duty effective ten (10) minutes before the beginning of the teacher's school day and for ten (10) minutes after the end of the teachers' school day.
- 17:6 Except in the event of an emergency, teachers shall not be assigned to general supervision of students during their non-teaching period unless such teachers have more than the normal number of preparation periods.
- 17:7 A duty free lunch period of no less than one-half ($\frac{1}{2}$) hour shall be provided to each member of the bargaining unit.
- 17:7.1 When required because of the size of an elementary school with limited facilities, the above provision shall be modified to provide for one lunch period out of five to be utilized for lunch period supervision. As an option, the entire faculty may vote to break the 30-minute period into two 15-minute segments separated by a 15-minute supervision section. One third of the teachers shall perform such a split schedule at any one time.
- 17:7.2 Secondary teachers assigned to lunch period super-

- vision, on a basis of one teacher per three-hundred (300) students, shall have an additional five (5) periods per week for lunch-period supervision.
- 17:8 The UNION and the BOARD agree that adequate general supervision of students is necessary at school plays, school fairs, athletic contests, proms, school dances, and school talent shows.
- 17:8.1 The number necessary to properly supervise such function shall be determined by the principal of each school. Compensation for such supervisory duty shall be paid at the rate of five dollars (\$5.00) per hour.
- 17:8.2 Each principal shall request volunteers to perform supervisory duty at the function so designated. The assignment to such duty shall be made from the volunteer pool on an equitable rotating basis. Members of the bargaining unit may be assigned to the supervisory duties of this paragraph on an equitable rotating basis if sufficient volunteers are not available.

ARTICLE XVIII WORKING CONDITIONS

18:1 PUPIL-TEACHER RATIO

- 18:1.1 Based on the assumptions that levels of local and state aid will not be reduced and that there will be no substantial decline in student enrollment, the BOARD will not adversely change from its present level the pupil-teacher ratio in the Orleans Parish School System.
- 18:1.2 During the second full week of a new school year, the principal shall adjust the numbers of students within each grouping of class periods in order to achieve reasonably equal numbers among those teaching that subject that period. (Example: All English I, all Kindergarten, all Physics, all Honors, etc.,)
- 18:1.3 As new students enter the class or old ones leave, assignment of new students will be made in such a manner as to continue these reasonably equal

numbers.

18:2 SCHOOL SUPPLIES FUND

In addition to the per pupil allocations in the General Budget, the BOARD will set aside twenty dollars (\$20) per Secondary teacher and twenty-five dollars (\$25) per Elementary teacher for a School Supplies Fund. Each teacher will be permitted to use the allotment to purchase supplemental materials for the instruction and/or enrichment of students. Materials purchased in this manner will become the property of the school system. In cases where the teacher is transferred, he/she shall be allowed to transfer the materials to their new assignment site.

18:2.1 Monies shall be available to reimburse teachers from the School Supplies Fund no later than October 15, of each school year.

18:3 ACTIVITIES FUND

Money earned through school activities shall be kept in a special school activities fund. The allocation of this money for school purposes shall be the responsibility of a committee comprised of the principal, representatives from the UNION Building Committee, students and parents. The bookkeeping accounts relating to the school activity fund may be reviewed by any teacher upon request.

18:3.1 Upon inquiry, members of the unit may review the computer print-out containing information on the school's capital outlay, instruction supplies, repair/replacement, and custodial accounts provided to the principal.

18:4 STUDENT GRADES

18:4.1 If a computational or other mechanical fault in the assignment of student grades is discovered, the principal shall notify the teacher that a correction has been made and shall discuss the matter with the teacher if the teacher so requests.

18:4.2 If a student grade is changed for any other reason, the principal shall notify the teacher and, if the teacher is available, shall discuss the matter with the teacher prior to making a change. If the teacher is

unavailable, the teacher may request such discussion when he/she is available.

- 18:4.3 If the teacher, after such discussion, so desires, the teacher may appeal the matter to the district superintendent.

18:5 PREPARATIONS

- 18:5.1 Each secondary teacher shall be scheduled for five (5) non-teaching periods per week.

- 18:5.2 Each elementary teacher, when and if relieved by an itinerant teacher or when the librarian becomes the teacher of record while conducting a scheduled library class, shall be permitted to utilize that relieved time as a non-teaching period.

- 18:5.3 A secondary teacher may be assigned by the principal on an equitable rotating basis to substitute during his/her non-teaching period. If so assigned, such teacher shall be paid six dollars (\$6.00) for each period of such substitution. In an elementary school when students are distributed due to a teacher's absence for the full day and no substitute is employed, the students shall be distributed among not more than three (3) teachers of the same grade, if such is possible. The teachers receiving the students shall divide equally the amount of thirty-six dollars (\$36.00) per day.

The records shall be maintained by the principal and counter-signed by the substituting teachers. Payment shall be made twice each school year on a paycheck in January and the final paycheck of the school year.

- 18:5.4 During the non-teaching period, teachers may leave a school site only with the permission of the principal. Such permission shall not be unreasonably withheld.

- 18:5.5 During their duty free lunch period, teachers may leave a school site after notifying the principal except in event of emergency.

- 18:5.6 When leaving a school site, teachers shall sign out in an appropriate register normally located in the school office. Teachers shall sign in upon their re-

turn to the school site.

- 18:5.7 Teachers shall return in time to meet their assigned responsibilities.

18:6 TEACHER SCHEDULES

- 18:6.1 On or before April 15th of the school year, each teacher may submit a schedule preference to the principal. Such teacher "schedule preference" shall be given consideration on the basis of seniority, past experience and job qualification. The utilization of "schedule preferences" shall not serve to displace any elementary teacher from the position held the previous year.

- 18:6.2 On or about May 15th of each school year, principals shall notify each teacher in writing as to the tentatively assigned teaching schedule for the succeeding year. All parties recognize that such listing is tentative and subject to change.

- 18:6.3 If a teacher feels he/she is being inequitably assigned classes involving different levels of student achievement and/or discipline problems, such teacher shall first discuss the matter with the principal and may thereafter discuss the matter with the district superintendent.

18:7 FACULTY LUNCHROOM FACILITIES

- 18:7.1 At the beginning of each school year if a separate faculty lunch area is not made available, the UNION Building Committee may, at its request, meet with the principal to determine if space is available. When a mutual determination is made that such space is available, it shall be utilized as a separate faculty lunch area.

- 18:7.2 If space for a separate faculty lunchroom is not available an area of the cafeteria shall be designated as the faculty lunch area and separated by screening, except if the cafeteria is too small to be utilized in this way.

18:8 TEACHER MAIL BOXES

- 18:8.1 Each member of the representation unit shall have an individual mailbox or mail slot at his/her assigned school(s) or assigned work location(s).

- 18:8.2 Such mailboxes or mail slots shall be suitably marked with the individual's name.
- 18:8.3 Mail addressed to teachers shall, within a reasonable time after its arrival in the school, be placed in the appropriate boxes or slots.
- 18:9 TELEPHONE FACILITIES FOR TEACHERS
- 18:9.1 School phones are available to teachers to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, local, and the telephone call does not interfere with school business.
- 18:10 REPRIMAND OR CRITICISM
- 18:10.1 Reprimand and criticism of employees in the presence of other individuals is not sound management practice. Administrators shall not engage in such practice without just and sufficient cause.
- 18:11 FACULTY MEETINGS
- 18:11.1 Teachers may be required to remain for one (1) after-school general faculty meeting per month and for such other general faculty meetings as may be required in the event of an emergency.
- 18:11.2 The principal shall provide an agenda twenty-four (24) hours prior to such meeting.
- 18:11.3 Such meetings shall begin not later than ten (10) minutes after the end of the students' regular school day, and teachers are required to be in attendance for no more than sixty (60) minutes of such meeting.
- 18:12 PUBLIC ADDRESS SYSTEM
- 18:12.1 Public Address Systems shall be used for announcements only at regularly scheduled times except in the event of an emergency. The Public Address Systems shall not be used for evaluation or monitoring of teachers.
- 18:13 PARKING
- 18:13.1 Inasmuch as the teachers at the L. E. Rabouin Vocational High School are the only teachers for whom free parking, street or lot, is unavailable, the BOARD will reserve a free parking facility to accommodate thirty (30) parking spaces in the vicinity of Rabouin for teachers desiring such parking spaces. No later than September 1, the BOARD will inform the

teachers of Rabouin School of the location of the parking facility. The UNION and the BOARD shall work in cooperation with the New Orleans Police Department and the City Council in seeking parking facilities for those teachers assigned to school sites located in business or housing development areas where parking within three (3) blocks of the school is difficult.

18:14 CLASS ASSIGNMENTS

18:14.1 Secondary teachers shall be scheduled into not more than two (2) subject assignments daily except as required in order for the teacher to have a full-time schedule. (Examples of subject assignments are Physics and General Science or General Math and Algebra, etc.,)

18:15 TEACHING MATERIALS

18:15.1 The BOARD shall continue to provide teacher attendance books, paper, pencils, chalk, erasers and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum within budget limitations.

18:15.2 Teachers may process a school requisition form to the principal for textbooks and teaching materials. Should the requisitioned materials fail to arrive within twenty (20) school days, the principal, upon request, shall notify the teacher in writing of the disposition of the requisition giving the reasons for the failure to receive the requisitioned materials.

18:15.3 All annually requisitioned materials which arrive during the summer shall be distributed to the teachers or centrally stored as appropriate at the beginning of the school year.

18:15.4 Teachers are invited to recommend additions to the materials, magazines, supplies, and audio-visual supplies used within the school system.

18:15.5 The implementation of this section shall be appropriate for discussion at the monthly meeting between the principal and the UNION Building Committee.

18:16 SCHEDULING OF STUDENTS

- 18:16.1 Members of the Unit shall not be requested to do the master scheduling of students or the adjustments to master scheduling of students.
- 18:16.2 Members of the Unit who wish to gain administrative experience may request the opportunity to work on the master scheduling or the adjustments of master scheduling of students provided such teachers perform such work after regular school hours and for schools other than the one in which they teach.
- 18:17 SCHOOL CALENDAR
- 18:17.1 A calendar committee composed of fifty percent (50%) appointed by the UNION and other members designated by the Superintendent shall meet no later than February 1, of each school year for the purpose of constructing a school calendar applicable to the following school year, which shall thereafter be recommended to the Superintendent.

ARTICLE XIX TEXTBOOK SELECTION COMMITTEE

- 19:1 One-half ($\frac{1}{2}$) of the members of Textbook Selection Committees shall be teachers. The president of the UNION shall select the teacher members in accordance with the designated categories of teachers.
- 19:2 The BOARD and the UNION recognize that basic texts and supplementary materials should be chosen with the treatment of multiethnic and racial content as an important criterion, and the Textbook Selection Committee shall attempt to select such from the State List of Approved Textbooks for recommendation.

ARTICLE XX DEPARTMENT/ GRADE CHAIRPERSONS AND TEAM LEADERS

- 20:1 A recommendation shall be made to the principal regarding the selection of department heads, grade chairpersons and team leaders in accordance with the following:

- 20:1.1 The recommendation shall be made by means of a secret ballot conducted among the affected members of the grade or departments.
- 20:1.2 The election shall take place the last week in May.
- 20:2 If no member of the grade or department receives a majority of the votes of the grade or department, the principal shall select the department head, elementary grade chairperson or team leader.
- 20:3 If the principal selects a department head, elementary grade chairperson or team leader other than the one recommended, it shall be for a good and substantial reason.
- 20:4 If a department head position becomes vacant, it shall be filled by the provision of 20:1.1 within two (2) weeks of the vacancy.

ARTICLE XXI

RESEARCH AND DEVELOPMENT

- 21:1 Information concerning announcements relative to sources of research funding, seminars, fellowships, university courses, private foundation grants, and federal grants other than those included in the Catalog of Federal Education Assistance Programs received in the Superintendent's Office that are for dissemination to all teachers shall be included in the *Superintendent's Bulletin* and/or *Announcements Bulletin*. Information concerning all such announcements shall be available in the Personnel Office.
- 21:2 The president of the UNION shall appoint a representative to the Special Projects Committee. An annual report regarding the allocation of funds under the "mini-grant" program shall be made to teachers.
- 21:3 The BOARD shall provide the UNION with a copy of the Catalog of Federal Education Assistance Program annually when made available through the U. S. Government Printing Office.

ARTICLE XXII PAYCHECKS

- 22:1 Paychecks for teachers shall be at each school no later than 11:00 a.m. on pay day, except when mechanical, technical or delivery problems make this impossible.
- 22:2 Teachers may pick up their checks as their responsibilities permit after the arrival of such checks. Paychecks shall be placed in individual envelopes identified with the teacher's name and school.
- 22:3 If an error (\$50.00 or less) is brought to the attention of the department of Finance in time that it can be verified prior to the end of business on a Tuesday, the correction of that error will be made in a check issued the following Friday.
If an error exceeds \$50.00, the affected employee shall be entitled by personal appearance at the Payroll Department to service to rectify the error within 48 hours, dependent upon the employee having submitted all necessary data prior to the issuance of the check in question.
- 22:4 Each pay check shall contain the following information:
- a. number of unused current and accrued sick leave days.
 - b. description of each deduction.
- 22:5 When a pay day falls on or during a school holiday, members shall receive their pay checks on the last work day preceding the holiday.
- 22:6 Teachers shall be paid bi-weekly for twenty-six (26) pay periods. Those teachers who wish to be paid on a bi-weekly twenty (20) pay period basis may so elect by filing a notarized statement with the BOARD between May 1 and May 15.
Those employees who select the twenty (20) pay plan shall remain on such plan until such time as they file a notarized statement with the BOARD authorizing a conversion to the twenty-six (26) pay plan. Such notarized statements may only be

filed between May 1 and May 15 of each school year.

ARTICLE XXIII SCHOOL NURSES

- 23:1 School nurses shall be reimbursed for all parking expenses incurred in connection with their duties. Travel and parking expenses shall be paid bi-weekly.
- 23:2 An area shall be set aside for the use of the school nurse. A desk or comparable furniture item shall be provided for use by the school nurse in the performance of his/her duties. A lockable storage space shall be provided for the use of the nurse.
- 23:3 School telephones shall be available for the use of the school nurse in connection with his/her duties.
- 23:4 The school principal shall consult with the school nurse regarding the ordering of first-aid supplies and materials on the annual requisition.
- 23:5 School nurses who have graduated with a Bachelor degree from an approved college or university shall be placed on the teacher's salary schedule at his/her appropriate step.

ARTICLE XXIV HOSPITALIZATION

- 24:1 The BOARD shall pay fifty percent (50%) of the existing hospitalization insurance program.

ARTICLE XXV LIFE INSURANCE

- 25:1 The BOARD shall continue its present policy and method and amount of payment in providing life insurance for employees.

ARTICLE XXVI MEDICAL EXAMINATION

- 26:1 Any medical examination required by the BOARD

as a condition of continued employment or return from leave shall be paid for by the BOARD.

ARTICLE XXVII WORKMEN'S COMPENSATION

- 27:1 The BOARD shall continue to provide coverage for Workmen's Compensation as provided by State statute.

ARTICLE XXVIII MILEAGE

- 28:1 Upon proper verification, those employees who are required in the course of their regularly assigned duties to move from one work location to another shall be paid fifteen cents (15 cents) per mile.

ARTICLE XXIX ANNUITY FUNDS

- 29:1 Each teacher shall be eligible to participate through payroll deduction in the tax sheltered annuity plan selected by the UNION.

ARTICLE XXX JOB SECURITY

- 30:1 Involuntary Transfer
- 30:1.1 Involuntary transfers shall be made as necessary when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to staff a program.
- 30:1.2 No regular teacher shall be transferred from a school so long as a temporary teacher is teaching in the regular teacher's area of certification. Certification is defined as the subject(s), grade, or program for which the teacher holds a valid teaching certificate.
- 30:1.3 If an involuntary transfer adversely affects the minimum faculty racial percentages as determined by system-wide employment for elementary and second-

ary teachers respectively as of September 1 of each school year, the teacher to be transferred shall be the employee whose race, based upon seniority, least adversely affects the racial balance.

30:1.4 From time to time, when the best interest of the school system will be served, teachers may be transferred to other schools, but only for just cause. In such cases, the following procedure will be followed:

- (1) The principal will fully explain in writing to the District Superintendent the reason for making the recommendation and provide a copy to the teacher.
- (2) If a teacher has been recommended for transfer from a school without just cause, the teacher may institute grievance proceedings at Step 2 of the Grievance Procedure.

30:1.5 Any teacher affected by 30:1.1 shall be provided a list of known vacancies and be interviewed, with teachers seeking voluntary transfers, by principals of schools in which vacancies exist in their area(s) of certification until July 1 of each year. The refusal for accepting the teacher shall be for supportable cause and the reasons therefor shall be provided in writing if requested by the teacher. Effective July 2, a teacher to be involuntarily transferred and not selected for placement on a faculty shall be assigned to an existing vacancy for which he/she is certified. If no such vacancy exists he/she shall be assigned to the Day-by-Day Substitute Pool, pending a vacancy.

All teachers surplusd and without assignment on either the seventh (7th) calendar day prior to the start of school or as a direct result of student enrollment data generated on the thirtieth (30) school day and decisions related thereto, shall have the right and be required to displace the least senior teachers in corresponding order, in the same field of certification as was last taught by the surplus teacher, and pending the absence of that area of

certification, defer to another area for which the person is certified. The above two circumstances shall be the only occasions whereby surplus teachers of record shall be entitled to displacement privileges. Thereafter, following displacement procedures as per above, the BOARD shall have the following options regarding displaced teachers:

- (1) Assign in a vacant position for the remainder of the school session, for which a Temporary Certificate shall be obtained, or until a qualified teacher is located, or
- (2) Assign to Day-By-Day Substitute Pool until vacancy occurs in his/her area of certification. Any teacher so assigned must accept the first vacancy which is offered. Failure to accept the position offered will subject the teacher to removal.
- (3) Be laid off in accordance with the provisions of section(s) 30:2 hereinafter.

If teachers are retained in service as per one (1) or two (2) above, they shall be compensated in accordance with the regular salary schedule.

30:2 Reduction in Force.

30:2.1 The BOARD may effect the lay-off of teachers in the event of economic hardship, substantial reduction in pupil enrollment or considerations related to alteration of the curriculum and have conformed with the other applicable provisions of this article.

30:2.2 In the event the determination is made by the BOARD that a lay-off is necessary, consistent with 30:2.1 above, teachers to be laid-off shall be identified and informed of their impending lay-off not less than forty-five (45) school days prior to the effective date of lay-off, if school is in session or if not, then forty-five (45) calendar days.

30:2.3 Lay-offs shall be carried out only after normal attrition of teachers occur.

30:2.4 Within certification, teachers shall be laid-off in inverse order of seniority.

30:2.5 Teachers who are subjected to lay-off shall be placed

on a recall list for a period of two (2) years from the effective date of lay-off. A lay-off and recall list shall be provided to the UNION and amended monthly thereafter.

- 30:3.1 When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list, who is certified for the vacant position.
- 30:3.2 No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified. If no certified teacher is available, a non-certified teacher on the recall list shall be given preference for the vacancy.
- 30:3.3 During the period of eligibility for recall the teacher may, if he/she elects to do so, continue his/her insurance coverages set forth in Articles 26 and 27 upon pre-payment of premiums by the teacher, in a manner set forth by the Accounting Department.
- 30:3.4 During the period of eligibility for recall the teacher shall be placed at the head of the Day-By-Day substitute list of the school system, provided that the teacher so requests in writing.
- 30:3.5 If a regular teacher is laid-off under this article, upon recall, such person shall retain such seniority that had been accrued as of the effective day of lay-off.

ARTICLE XXXI

PRACTICAL NURSING INSTRUCTORS

- 31:1 Practical Nursing Instructors in the Adult Program shall have four (4) days per year without students for preparation of records, completion of student evaluations, submission of subject matter grades, planning for clinical rotations, and hospital visits.
- 31:2 Audio-Visual aids for the programs shall be placed in specific and publicized locations and shall be available to the teachers who teach Foundation and Clinical courses.

ARTICLE XXXII

LIBRARIANS

- 32:1 The work day for librarians shall be 8:15 a.m. to

- 3:30 p.m., with one-half ($\frac{1}{2}$) hour for lunch. Librarians may begin closing the libraries at 3:25 p.m., in order to be ready to leave at 3:30 p.m.
- 32:2 The librarian and the teacher shall work cooperatively and jointly in providing student supervision to assure effective use of the library and library resources.
- 32:2.1 There shall be a guaranteed release from supervision, if requested, for six (6) occasions (as per "A" below) and up to a total of twelve (12) occasions (as per "B" below) for an additional six (6), for a classroom teacher during the time students are in the Library, for the entire year, subject to compliance with "A" and "B" below:
- A. The librarian shall teach library skills and related followup programs on six (6) occasions.
 - B. The teacher may exercise an option for absence from library student supervision on up to six (6) occasions if he/she coordinates with the librarian and provides lesson objectives for library services which directly correlate with his/her classroom curriculum content and individual lesson purposes.
- 32:2.2 Teacher absence from the library during the presence of that teacher's students, is not required, but optional, per the above.
- 32:2.3 By mutual agreement of three (3) parties/principal, teacher, librarian, the teacher may be released from library student supervision in excess of twelve (12) times per year and in accordance with the conditions agreed upon by all three (3) parties.
- 32:3 Librarians shall not be assigned supervisory duties outside library-related activities.
- 32:4 The library shall be available for limited access use only during the first five (5) and last ten (10) days of student attendance in accordance with the officially adopted calendar.
- 32:5 During the first two (2) days at the beginning of the school year established for teacher in-service training, a time shall be set aside on the principal's

agenda for an explanation of the library program and services.

ARTICLE XXXIII SPEECH, LANGUAGE AND HEARING SPECIALISTS

- 33:1 Special Teaching Materials
- 33:1.1 Each specialist shall be provided with a tape recorder. Each therapist shall have available appropriate tests as approved by the supervisor in sufficient quantities for the numbers of children being served and the types of problems being serviced.
- 33:1.2 There shall be audiometers, Peabody and I.T.P.A. tests and phonic mirrors for use on a scheduled check-out schedule arrangement, as available, at the speech and hearing centers.
- 33:1.3 The specialist shall complete the appropriate form if the equipment, to their knowledge, requires repair. Effort shall be made to keep equipment maintained and repaired.
- 33:2 Working Conditions
- 33:2.1 After discussion between the principal and the speech therapist, the specialist shall be assigned suitable space that takes into account the special needs of the children as well as space requirements of the building.
- 33:2.2 To the extent possible, adequate lockable space shall be provided for the use of the specialist.
- 33:2.3 Speech therapists shall have the use of the school phone(s) in the performance of their duties. The speech therapists may elect to use that phone which offers the greatest opportunity for confidentiality, provided it is available.
- 33:3 Itinerant Speech, Hearing and Language Specialists shall not be assigned supervisory duties outside speech, hearing, and language-related activities.
- 33:4 Speech, Hearing, and Language Specialists shall be permitted to utilize Friday afternoon for speech, hearing, and language-related activities other than regularly scheduled therapy.

**ARTICLE XXXIV
CLOSING OF SCHOOLS**

- 34:1** No teacher shall suffer loss of pay or benefits should such teacher's school be temporarily closed due to a natural disaster, civil riot or other reason as determined by the BOARD if such action is not necessitated by teacher participation in a labor dispute. However, such teacher may be required to make up such lost time providing the state minimum requirements for student days have not been fulfilled or waived by the state and such work can be performed prior to the thirtieth (30th) day of June in that school year.

**ARTICLE XXXV
SCHOOL SOCIAL WORKERS**

- 35:1** Working Conditions
- 35:1.1** Each School Social Worker shall be provided with sufficient work space which takes into account the needs of students and space requirements of the building following discussion with the principal. In designating the space, the confidentiality of the student-social worker relationship shall be considered. Social workers shall be designated a work area at the central offices separate from the quarters occupied by the social workers' supervisors.
- 35:1.2** A resource room containing publications relating to the social work profession shall be maintained at the central office for school social workers.
- 35:1.3** School social workers shall not be solely responsible for the disposition of children who have been suspended because of disciplinary reasons.
- 35:2.1** Required in-service training activities for Social Workers shall take place during their regular work day.
- 35:3** Caseload numbers will be equalized among School Social Workers, as reasonably possible.

**ARTICLE XXXVI
STUDENT TEACHERS**

- 36:1** The UNION and the BOARD shall each appoint

three (3) members to a committee to review and develop recommendations for changes if need arises in the guidelines for the student teacher program in the Orleans Parish Schools. The recommendation of this committee shall then be discussed with the colleges and universities concerned and submitted to the Superintendent for final approval.

ARTICLE XXXVII ACTIVITIES AND ATHLETIC EVENTS

- 37:1 All members of the representation unit shall be entitled to attend without charge, all student activities including athletic events in which such member's school is participating within the local district.

ARTICLE XXXVIII SPECIAL EDUCATION

- 38:1 Testing and Replacement of Students
38:1.1 Special Education teachers may refer any student not making satisfactory adjustment or students who have been misplaced after one reporting period. Each referral must be documented with teacher observations, strategies that have been used unsuccessfully and reasons for changing placement. Each referral shall be made to the person responsible for the child's placement. Action by the person responsible for the child's placement shall be initiated within two (2) weeks of the receipt of the referral.
- 38:2 UNION Special Education Chapter
38:2.1 The Chairperson of the UNION Special Education Chapter and one (1) delegate elected by the Chapter from each of the school system's districts shall constitute a Special Education Committee and shall meet with the Director of Special Education and the Coordinators from each district quarterly or monthly at the request of either party after regular school hours and on a mutually agreeable date to discuss

concerns of the department. Such meetings shall not be used to resolve grievances.

38:3 Mainstreaming

38:3.1 UTNO shall appoint all teacher representatives to system-wide committees required for the implementation of PL 94-142.

ARTICLE XXXIX SUMMER SCHOOL

39:1 All teachers interested in teaching summer school shall make application as directed with proper notice. A list of all those who applied prior to April 1 shall be provided to the UNION on or about April 15.

39:2 Unless not available, teachers selected to teach in summer school shall be tenured, shall be certified and shall have taught that particular subject the previous school session.

39:3 The teachers who comprise the core staff in any individual summer school shall be notified by May 1. All other teachers shall be notified as early as possible subject to the limitations of final enrollment figures of their selection for the summer session teaching assignment.

39:4 Twenty percent (20%) of each individual summer school staff shall not teach in any summer school the following year. To select the twenty percent (20%), attrition will first be followed. Thereafter, to achieve the twenty percent (20%), those separated will be selected in descending order from those with the greatest amount of continuous past service in summer school.

39:5 Space will be provided in each school for summer school supplies.

39:6 The decision as to whether a summer school program shall be operated is the sole determination of the BOARD. Such determination shall be made prior to May 1st.

ARTICLE XL KINDERGARTEN TEACHERS

- 40:1 School libraries, where such exist, shall be available to all Kindergarten teachers and children.
- 40:2 Kindergarten teachers shall be placed on the same rotating duty schedule as the other elementary teachers at that school.
- 40:3 There shall be one (1) day set aside in the spring for pre-registration of prospective kindergarten students. Kindergarten classes shall not be held on the day of pre-registration. Kindergarten teachers shall not be involved in the registration of kindergarten students except for spring registration. In the event a large enrollment necessitates an additional day, the District Superintendent shall be consulted and shall approve a principal's recommendation, if warranted. Kindergarten teachers shall not have class instruction time interrupted for the purpose of registering students.
- 40:4 A committee composed of five (5) teachers appointed by UTNO and five (5) representatives of the Administration shall be organized to analyze and make recommendations concerning SWRL and other readiness and reading programs.
- 40:5 For the first three (3) days of the regular school year for students, the kindergarten children will come for one-half ($\frac{1}{2}$) days only. The remainder of the day will be utilized as preparation time, conferences, and/or registration for the teachers.

ARTICLE XLI COUNSELORS

- 41:1 The counselor shall have the opportunity to carry on pupil conferences during school hours but with due regard for the instructional program.
- 41:2 Except in unforeseen emergency, the counselors shall not be assigned administrative or clerical duties unrelated to guidance and counseling such as

- maintaining medical records, issuing or collecting textbooks, or serving as disciplinary officers. The registration and programming of students are considered guidance and counseling responsibilities. Counselors will not be assigned to the duty roster.
- 41:3 Counselors shall have appropriate physical facilities, materials, and equipment. This includes a private office and adequate telephone service.
- 41.4 The principal shall consult with the guidance staff in establishing the departmental budget.
- 41.5 Secondary schools with an enrollment of 1300 or more students shall be assigned a clerk's position of the use of the Counseling Department of the school. COE positions formerly assigned to the above category of schools will be transferred to other secondary schools in order of size and/or Counselor/Student ratios, thus providing the equivalent of a full-time COE worker at this second category of schools. The remaining secondary schools will be assigned no less than a one-half ($\frac{1}{2}$) day COE position.
- 41:6 Counselors shall not be required to produce or develop the student master schedule for the succeeding school year, semester or quin. The Student Course Election Form utilized in the computer programming of the student master schedule shall not be used by the counselor. Individual course elections and course numbers shall be recommended by the counselor to the principal. The principal shall utilize these recommendations in the development of the student master schedule.
- 41:6.1 For the year in progress, assignment of newly enrolled students and adjustments to the existing schedule of students shall be recommended by the counselor to the principal. The counselor recommendations for the year in progress shall include the subject to be taken, the class period and the room assignment based upon the counselor's best judgment of records, past performance, and interviews.
- 41.7 The counselor-pupil ratio shall be maintained at the current system-wide level of 450:1.

ARTICLE XLII HEALTH AND WELFARE FUND

- 42:1** The Orleans Parish School Board and UTNO agree to establish and jointly administer through a committee to be designated the UTNO Welfare Fund Committee a program of health and welfare benefits. The committee shall be staffed by three (3) representatives from the BOARD and three (3) representatives from UTNO. The BOARD shall provide ten (\$10) dollars to the fund per contract year for each employee covered by this AGREEMENT.

ARTICLE XLIII SALARY SCHEDULE

- 43:1** The salary schedule effective July 1, 1977, is reproduced in Appendix A.
- 43:2** The salary schedule effective the beginning of the second semester of the 1977-78 school year shall be the same as 43:1 except that the maximum step in each classification shall be increased by \$100.00.

ARTICLE XLIV T & I TEACHERS

- 44:1** T & I teachers who are assigned to six (6) classes of instructions shall not be assigned a homeroom nor shall they be assigned to supervisory duty.

**ARTICLE XLV
DURATION OF AGREEMENT**

45:1 This AGREEMENT shall be effective as of July 1, 1977, and shall be continued in full force and be effective until June 30, 1979, subject only to the UNION's right to negotiate over new Salary Schedules and fringe benefits to begin July 1, 1978. Such negotiations shall begin not later than May 1, 1978.

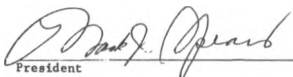
This AGREEMENT shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

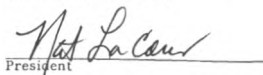
IN WITNESS WHEREOF, the parties hereto have set their hands this

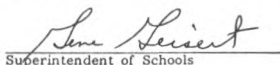
7th day of September, 1977.

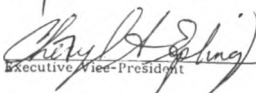
FOR ORLEANS PARISH SCHOOL BOARD

FOR THE UNION, THE UNITED
TEACHERS OF NEW ORLEANS,
(AFT, NEA, AFL-CIO)


President


President


Superintendent of Schools


Executive Vice-President

NEGOTIATING TEAM:

Gene Geisert, Co-Chief Negotiator
Jerry Hart, Co-Chief Negotiator
Wilbert E. Brown, Sr.
Constance C. Dolese
Geraldine Elie
Darchy Martin
Sandra Norfleet
Harold T. Porter
Jack Stewart
Henry Williams

NEGOTIATING TEAM:

Robert Bates, Chief Negotiator
Nat Lacour, President
Cheryl Epling
Fred Skelton
Roy Glapion
Shirley Grillier
Carrel Martin
Ed Roberts
Ruth C. Roche
Jim Saacks
Jacquelyn Shiloh
Karen Walk

**APPENDIX A
NEW ORLEANS PUBLIC SCHOOLS
TEACHERS' SALARY SCHEDULE**

REGULAR TEACHERS

Years of Service	Bachelor's	Master's	Master's +30	Specialist in Education	Doctorate
0	\$ 10096	\$ 10426	\$ 10756	\$ 10928	\$ 11102
1	10426	10756	11102	11275	11447
2	10756	11102	11447	11619	11793
3	11102	11447	11793	11965	12138
4	11447	11793	12138	12311	12484
5	11793	12138	12484	12657	12830
6	12138	12484	12830	13002	13176
7	12484	12830	13176	13348	13521
8	12830	13176	13521	13693	13866
9	13176	13521	13866	14039	14212
10	13521	13866	14212	14384	14558
11	13866	14212	14558	14731	14903
12		14558	14903	15076	15250

Regular teachers with 20 or more years' experience in the New Orleans Public Schools receive an additional \$200.00 per year.

TEMPORARY AND SUBSTITUTE TEACHERS

Years of Service	Non- Degree	Bachelor's	Master's	Master's +30	Specialist in Education	Doctorate
0	\$ 8999	\$ 9164	\$ 9383	\$ 9383	\$ 9548	\$ 10152
1	9219	9383	9602	9602	9768	10371
2	9438	9602	9822	9822	9987	10590
3	9658	9822	10041	10041	10207	10929
4	9877	10041	10261	10261	10426	11275
5	10096	10261	10590	10646	10814	11619
6	10316	10480	10928	11044	11216	11965
7	10535	10700	11270	11447	11619	12311
8	10756	10929	11619	11850	12024	12657
9	11102	11275	11965	12254	12426	13002
10	11447	11619	12311	12657	12830	13348
11			12657	13059	13232	13693
12				13463	13637	14039

The salary schedule effective the beginning of the second semester of the 1977-78 school year shall be the same as the above except that the maximum step in each classification shall be increased by \$100.00.

APPENDIX B

CLASSIFIED SCHOOL SALARIES (Medical)

Grade SB..... Position Title..... School Nurse (Non-degreed)*
 Evaluation Points..... 65 to 84 (Administrative and Professional Scale)

Annual

\$9,010.00 \$9,490.00 \$9,980.00 \$10,460.00 \$10,950.00

Biweekly

\$ 450.50 \$ 474.50 \$ 499.00 \$ 523.00 \$ 547.50

Ungraded - School Nurse (Degree)*

Appropriate step of Teacher's Salary Schedule

*Biweekly for 20 pays. Hours are 8:30 a.m. to 4:00 p.m.,
 45 minutes for lunch.

APPENDIX C

Extra Curricular Activities Pay

- A. An annual salary supplement shall be paid to teachers who are employed as coaches of teams or groups who are engaged in interscholastic competition or activities directly related to interscholastic competition, provided that the formation of such teams or groups meet minimum standards of number of participants and number of events to be established by the Associate Director of Physical Education, Athletics and Driver Education after consultation with a committee of three coaches appointed by UTNO.

SENIOR HIGH SCHOOLS

Male

Head football	\$1,600
Assistant football	900
Preseason (Maximum 12 days)	
Head Coach	40 day
Assistant	30 day

Head basketball	1,200
Assistant basketball	900
Head track	1,000
Assistant track	800
Head baseball	1,000
Assistant baseball	800
Trainer/equipment manager (all sports)	1,500
Preschool football (12 days)	30 day
Gymnastics	500
Wrestling (1)	500
Soccer	500
Cross Country	300
Female	
Volleyball	500
Basketball	500
Track	500
Indoor/softball	500
Gymnastics	500
Cheerleaders/drill teams	400
Coed	
Golf	500
Tennis	700
Swimming	500

JUNIOR HIGH SCHOOLS

Male

Football	1,000
Assistant	800
Basketball	900
Assistant	600
Baseball	900
Track	900
Gymnastics	400

Female

Volleyball	400
Basketball	400
Baseball	400
Track	400
Gymnastics	400
Cheerleaders/drill teams	300

Coed	
Golf	400
Tennis	500
Swimming	400

MIDDLE SCHOOLS

Male	
Flag football	500
Basketball	500
Baseball	500
Track	500
Female	
Volleyball	400
Basketball	400
Indoor/Softball	400
Track	400
Coed	
Tennis	500

- B. The following supplement is payable in senior high, junior high and middle schools, if there are at least three full-time faculty members in the department or on the teaching team and to two elementary chairpersons, one designated Lower and the other Upper:
- | | |
|------------------------|-----|
| Department chairperson | 250 |
|------------------------|-----|

- C. The following supplement is payable only if the activity is conducted after regular school hours and only for one teacher for each separate activity or club:

Marching band, senior	600
Marching band, junior/middle	350
Drama	250
Debate Team Coach	200
Student council, senior	150
Student council, junior/middle	100
Newspaper	200
Yearbook	250
Choir director	250
Club advisor (maximum of 10 per school)	100

INDEX

Absence, Procedure for Charging	24
Academic Freedom	20
Access to Mailboxes	2
Accident on Duty	27
Activities Fund	46
Activities, Student	62
Administrative Notices	1
Adoption.	35
AFT Representation	32
Annuity Funds	55
Arbitration.	11
Procedure	11
Judicial Determination.	12
Arbitrator, Selection of	13
Assault on Teachers.	17
Athletic Events	62
Board Rights in Arbitration	12
Building Committee Duty	44
Building Committee Meetings	7
Building Committee, Selections	6
Building Reps (Elementary)	
No Duty	7
Building Reps (Secondary)	
No Homerooms	7
Building Reps Meetings.	7
Bulletins	1
Bulletin Board Provided	2
Bumping	56
Class Assignments.	50
Class size, Adjustment	45
Closing of Schools	61
Committee, Readiness & Reading.	64
Compensation, Supervisory	45
Conferring With A Teacher	3
Copies of Agreement	2
Counselors	64
Death.	30
Department Chairperson	51

Derogatory Material, Removal.	23
Director of Safety.	18
Discipline & the Building Committee.	18
Discipline & Discharge	21
Duty	43
Duty Free Lunch	44
Duty, Limitation	44
Duty, Lunch.	44
Emergency.	23
Exchange Teaching	43
Exclusivity.	3
Expulsion (Causes For).	16
Faculty Meetings	49
Grade Chairperson	51
Grievance	
Employee Shall Observe Assignments	14
Grievance Procedure	9
Step 1	9
Step 2	10
Step 3	10
Step 4	11
Grievance, Group or Class	13
Health & Welfare Fund.	66
Hearings Before Discharge	21
Hospitalization	54
Information Provided.	6
Injury on Duty	27
Involuntary Transfer	55
Involuntary Transfer, Racial Balance	55
Involuntary Transfer Placement.	56
Jury Duty.	30
Just Cause	19
Just Cause	56
Kindergarten.	64
Lay-Off.	57
Leaving School Site.	47
Leaves, Union Service	5
Leave Without Pay	42
Librarians	58
Librarian, Teacher Supervision	58

Life Insurance	54
Lunch Duty	44
Lunch Duty, Elementary.	44
Lunch Duty, Secondary	44
Lunchroom, Faculty	48
Mail Boxes, Teacher	48
Maintenance of Standards	7
Marriage	31
Maternity Leave.	33
Medical Examinations	54
Meritorious Leave.	25
Mileage	55
Military Leave	36
Negotiations	6
Non-Discrimination.	7
Nurses	54
Official Excuse	32
Official Meetings	32
Parental Leave.	33
Parking	49
Paychecks	53
Payroll Deductions (UTNO).	4
Personnel Files	22
Personal Illness	23
Personal Leave.	25
Policy & Practice	7
Poll, Duty at.	30
Practical Nursing Instructors.	58
Preparations	47
Prior Practice	7
Public Address System	49
Pupil-Teacher Ratio	45
Re-Call	58
Recognition Clause	1
Reduction in Force	57
Representation Lists	3
Reprimand.	49
Reprimand - Reasons for.	21
Research & Development	52
<u>Sabbatical Leave</u>	37
Salary Schedule	66

Scheduling of Students.	50
School Board Agenda.	3
School Board Minutes	3
School Calendar.	51
School Supplies Fund	46
Selection of Administrative Consultants	18
Seniority	19
Seniority, System-Wide.	20
Sick Leave	24
Social Workers.	61
Special Education.	62
Specialists	60
Student Discipline	14
Student Grades	46
Student Teachers	61
Substitute Teaching.	47
Summer School	63
Superintendent's Bulletin, Posting	2
Superintendent's Meetings With UTNO	6
Supervision, General	45
Suspension (Causes For)	16
T & I Teachers.	66
Tardiness.	33
Tardiness.	43
Teaching Materials	50
Teaching Materials Requisitioning	50
Teaching Materials Annual.	50
Teacher Schedules, Solicited.	48
Teacher Work Day	43
Team Leader.	51
Telephones.	49
Tenure Protection.	21
Textbook Selection Committee	51
Transfers - Basis For Granting	19
Unauthorized Absence	32
Union Meetings	2
Utilization of Intra-School Bulk Mail.	3
Visitation by UTNO	2
Voluntary Transfers	18
Witness Service	30
Workmen's Compensation	55

6178-0086185F005-01